

SERVICES AGREEMENT

The School Board of Osceola County, Florida, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495, ("School Board") does hereby retain the services of

BH & ASSOCIATES, INC. (hereinafter called "Contractor")

of: P.O. Box 11094, Tallahassee, Florida 32302
(Insert Mailing Address of Contractor)

to furnish the services in accordance with the following terms and conditions:

1. Description of Services. Contractor shall perform the following services:

Represent the School Board before the Florida Legislature, including meetings with the Legislators, House and Senate Committee and Appropriations Staffs, and with Executive Branch Agencies.

Services shall be considered completed upon: June 30, 2009.

The Contractor will independently perform all services specified above, except as provided otherwise herein. In the event Contractor requires the services of other contractors, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional contractors will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the School Board. In case of conflict or ambiguity between Contract for Services and this Services Agreement, this Services Agreement shall control.

2. Location of Services. Performance of services cited above will be conducted at: Legislative offices in Tallahassee, Florida and in Contractor's offices.

3. Term. The term of this agreement shall be from January 1, 2009 until June 30, 2009 unless terminated as provided herein, or extended by supplement to this agreement.

4. Termination. Either party, upon 30 days' prior written notice to the other party, may terminate this agreement. In the event of termination, the Contractor shall be paid for services performed and completed under this agreement up to the date of termination only.

5. Compensation and Payment. Based on the completion of services described in section 1 above, the Contractor shall receive compensation at the rate of \$4,000.00 per Month up to a maximum of \$24,000.00 for the term of this agreement as compensation for all work and services performed, Workbooks provided, and authorized by the School Board. Expenses are authorized. Expenses for such items as telephone calls, facsimile transmittals, photocopying, and all lobbyist registration costs required by law shall only be incurred as authorized by School Board and as provided for by section 112.06, Florida Statutes. Payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of Contractor's invoice and completion of services. **The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.**

6. Independent Contractor. The Contractor certifies that it is an independent contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of The School Board. The Contractor certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board.

7. **Insurance and Indemnification.** The Contractor agrees to indemnify and save harmless the School Board, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Contractor, its agents, employees, or representatives, or arising from any Contractor furnished good or service, except to the extent that such damage is due solely and directly to the negligence of the School Board. The Contractor will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A" or better and a financial size category of "VIP" or higher according to the A. M. Best Company: (a) general liability (b) automobile and (c) workers' compensation where applicable, in the minimum amounts required by the Risk Management Department and Purchasing Department of the School District of Osceola County, Florida. The Contractor will provide before commencement of work, and attach to this agreement, certificates evidencing such coverage. The School Board reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient.

8. **Laws and Regulations.** This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Osceola County, Florida, or, if appropriate, the U.S. District Court for the Middle District of Florida, Orlando Division. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

9. **Background Check.** The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by the School Board in advance of the Contractor or its personnel providing any services under the conditions described in the previous sentence. The Contractor shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Contractor and its personnel. The parties agree that the failure of the Contractor to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

10. **Assignability.** This contract is for the personal services of the Contractor and may not be assigned by the Contractor in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Contractor, without the prior written consent of the School Board which consent the School Board may withhold in its sole discretion.

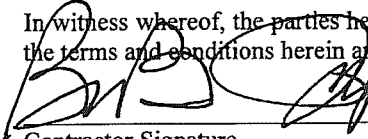
11. **Conduct While on School Property.** The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well being of any student or employee of the school board. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

12. **No Taxes.** The School Board is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.

13. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

14. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

In witness whereof, the parties hereto, by the undersigned, who are authorized to bind said parties, agree to the terms and conditions herein and attached hereto.


Contractor Signature


Date


Superintendent Signature


Date

Send required insurance certificates to Risk Management Department.

New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to Accounts Payable Department.

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT
0809	100	9505	1012141	7100	3100	000	0	\$24,000